

ORIGINAL

Attorney or Party Name, Address, Telephone and Fax Number, and CA State Bar No. James C. Bastian, Jr. - Bar No. 175415 SHULMAN HODGES & BASTIAN LLP 26632 Towne Centre Drive, Suite 300 Foothill Ranch, California 92610 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Proposed Attorneys for the Chapter 7 Bankruptcy Trustee		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> FILED AUG - 4 2008 <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: Deputy Clerk</small> </div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		CASE NO.: 8:08-13532 ES Chapter 7
In re: UNIVERSAL GUARDIAN HOLDINGS, INC., <div style="text-align: right;">Debtor(s).</div>		

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: August 14, 2008 (date of hearing on Sale Motion)	Time: 9:30 A.M.
Location: U.S. Bankruptcy Court, Courtroom 5A, 411 E. Fourth Street, Santa Ana, California	

Type of Sale: ☒ Public ☐ Private Last date to file objections: **August 12, 2008**

Description of Property to be Sold: **The estate's interest in the shares of stock of Universal Guardian Services Group, Ltd., formerly known as Secure Risks Singapore, PTE**

Terms and Conditions of Sale: **See the attached Notice of Hearing on Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Certain Assets of the Estate (Stock) Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b)(1) and (f) and Subject to Overbids; (2) Approving Payment of Commission to Legend Merchant Group; (3) Approving Bankruptcy Code Section 506(c) of Alleged Collateral; and (4) Granting Related Relief. A copy of the Motion for approval of the sale may be obtained by contacting the Trustee's counsel, Shulman Hodges & Bastian LLP at the address indicated below.**

Proposed Sale Price: **See the Attached Notice of Hearing**

Overbid Procedure (If Any): **See the Attached Notice of Hearing**

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

August 14, 2008 at 9:30 A.M.
U.S. Bankruptcy Court, Courtroom 5A, 411 East Fourth Street, Santa Ana, California

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

James C. Bastian, Jr.
Shulman Hodges & Bastian LLP
26632 Towne Centre, Suite 300, Foothill Ranch, CA 92610
Telephone: (949) 340-3400; Facsimile: (949) 340-3000

Date: **August 4, 2008**

NOTICE OF HEARING

ORIGINAL

James C. Bastian, Jr. - Bar No. 175415
SHULMAN HODGES & BASTIAN LLP
26632 Towne Centre, Suite 300
Foothill Ranch, California 92610-2808
Telephone: (949) 340-3400
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Proposed Attorneys for John M. Wolfe,
the Chapter 7 Bankruptcy Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION

In re UNIVERSAL GUARDIAN HOLDINGS, INC. Debtor.	Case No. 8:08-13532 ES Chapter 7 NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1) APPROVING THE SALE OF CERTAIN ASSETS OF THE ESTATE (STOCK) FREE AND CLEAR OF LIENS PURSUANT TO BANKRUPTCY CODE SECTION 363(b)(1) AND (f) AND SUBJECT TO OVERBIDS; (2) APPROVING PAYMENT OF COMMISSION TO LEGEND MERCHANT GROUP; (3) APPROVING BANKRUPTCY CODE SECTION 506(c) SURCHARGE OF ALLEGED COLLATERAL; AND (4) GRANTING RELATED RELIEF Date: August 14, 2008 Time: 9:30 A.M. Place: Courtroom 5A Ronald Reagan Federal Building and United States Courthouse 411 West Fourth Street Santa Ana, California 92701
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PLEASE TAKE NOTICE that on **August 14, 2008 at 9:30 A.M.**, in Courtroom 5A of the above-entitled Court located at Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, California 92701, John M. Wolfe, Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Universal Guardian Holdings, Inc. ("Debtor") will bring a Motion for Order: (1) Approving the Sale of Certain Assets of the Estate (Stock) Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b)(1) and (f) and Subject to Overbids; (2) Approving Payment of Commission to Legend Merchant Group; (3) Approving Bankruptcy Code Section 506(c) of Alleged Collateral; and (4) Granting Related Relief ("Sale Motion").

At forth below, the Trustee has received an offer to purchase the UGSG Stock¹ for \$1,000,000, free and clear of liens and encumbrances, with liens and encumbrances not satisfied through the sale, if any, to attach to the sale proceeds in the same validity and priority as prior to the sale closing, pending agreement with the parties and/or further Court order. In addition, the Purchaser will assume certain Assumed Liabilities, in the amount of at least \$2,280,943.60 associated with the business operations of UGSG and/or its dba SSSI.

In addition to approval of the sale, through the Sale Motion, pursuant to Bankruptcy Code Section 506(c), the Trustee requests authorization to surcharge the alleged collateral of Roswell Capital Partners, LLC to allow disbursement from the sale proceeds in the total amount of \$200,000 that will be held by the Trustee in a segregated account earmarked for payment of professional fees of the Trustee and his attorneys as allowed by the Court pursuant to Bankruptcy Code Sections 330 and 331. Unsecured creditors will not be prejudiced by the payment of the allowed fees and expenses of the Trustee and his attorneys from the alleged collateral of Roswell Capital Partners LLC in that such surcharge funds would not have been available for the payment of any lower priority secured claims or any unsecured claims of the Estate.

There is an urgency for the Trustee to immediately complete the sale transaction contemplated by this Sale Motion based on the following:

- Insurance coverage, including personal accident and special contingency coverage for employees, all of which are critical for the unique business operations of UGSG and/or its dba SSSI were set to expire on July 15, 2008 due to nonpayment of the insurance premiums which accrue at the rate of about \$30,000 per month. The insurance underwriters for UGSG and/or its dba SSSI have agreed to reinstate insurance coverage until August 10, 2008 based on the proposed sale contemplated herein that will provide for funds to pay the insurance premiums. The insurance underwriters have further advised that if the outstanding premiums are not paid by August 10, 2008 and there is no indication as to how ongoing premiums will be paid, then they (the insurance underwriters) will have no option but to cancel ab initio and will not consider any claims related to the business operations of SSSI, including one recent claim for \$19,000. In addition, there may be another potential claim related to an employee who suffered a mild stroke during a provincial mission. This employee was evacuated according to procedure and the insurance policy cover held by the company at the time. The employee is currently in Nepal and undergoing treatment. The employee may be entitled to seventy-five percent of his monthly remuneration for a one year period which amounts should be paid by existing policies, but only if premiums are paid.

- If the insurance coverage is cancelled, no UGSG and/or SSSI personnel in can enter any field of operation to perform the security obligations of SSSI under the Security Contracts. Effectively, if insurance coverage is cancelled, UGSG and/or SSSI will have to immediately cease operations which would be detrimental to the Estate and its creditors as the stock of UGSG appears to be the principal asset of this Estate. The only way to preserve the value of the UGSG stock is to keep the business of SSSI open, which requires that SSSI continue to fulfill its obligations to its

¹ Capitalized terms are defined below.

clients under the Security Contracts, which are now seriously jeopardized by lack of insurance covering the SSSI personnel. If the clients of SSSI learn that SSSI has to cease operations due to lack of insurance coverage, all going concern value will be lost, rendering the UGSG Stock to have little or no value for the Estate.

- The management of SSSI have indicated that the ability to continue operations depends on payment of past due insurance premiums as discussed above, and obtaining a new license from the Afghanistan government, for which UGSG and/or SSSI do not have the funds to pay. If the business operations cease, the UGSG Stock may likely be rendered to have little or no value for the Estate.

- The business of UGSG and its underlying dba, SSSI, continue to accrue liabilities associated with the operation of their security business (principally located in Afghanistan) that need to be paid. The businesses have already suffered loss of employees who are owed wages and reputational challenges due to the financial challenges within UGSG and the Debtor. The Trustee needs to immediately close on the sale of the UGSG Stock before any more losses are suffered and further lowering the value of the UGSG Stock.

In summary, without an immediate sale of the UGSG Stock, the business operations will be forced to shut down as UGSG has insufficient capital to stay in operation, fund insurance premiums and license fees and stay in business. In the event of a shutdown, any value in the UGSG Stock will be lost. Thus, in order to preserve any value for the Estate, the sale must proceed immediately.

As set forth below, the circumstances of this case have left the Trustee with very little information on the assets and liabilities of the Debtor and its wholly owned subsidiary UGSG dba SSSI, which is a Singapore entity and principally located in Afghanistan. The Trustee has been unable to confirm if UGSG is in good standing and if not in good standing, what may be needed to make it so. The costs, not to mention the challenges, to further investigate UGSG and SSSI overseas would likely outweigh any additional benefit that might be achieved and therefore as set forth below, the Trustee believes that the proposed sale serves the best interests of the Estate and its creditors.

Through the sale of the UGSG Stock, the Trustee anticipates generating substantial funds that may allow for payment of a distribution to unsecured creditors. If the Sale Motion is not approved, the going concern value of the business operations of UGSG and its dba SSSI may be lost due to the lack of funds to continue with their business operations. In such event, value of the UGSG Stock will be negatively impacted and may render such stock unmarketable and with substantially less or little value remaining. As such, through this Sale Motion, the Trustee will preserve a benefit for creditors which will be lost if the Sale Motion is not granted. Thus, good cause exists to grant the Sale Motion so that the Trustee does not lose this favorable business opportunity. Following is a summary of the Sale Motion.

A. Commencement of the Bankruptcy Case and Appointment of the Trustee

The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on June 23, 2008 ("Petition Date") in the Central District of California, Santa Ana Division, which bears Case No. 8:08-13532 ES ("Case"). John M. Wolfe is the duly appointed, qualified and acting Chapter 7 Trustee of the Debtor's Estate.

B. Background Information Regarding the Stock to be Sold

In its Bankruptcy Schedule B, the Debtor disclosed that it was the owner of one hundred percent of the shares of stock of Universal Guardian Services Group, Ltd., formerly known as Secure Risks Singapore, PTE ("UGSG").

The Trustee and Purchaser are advised that UGSG does business as Strategic Security Solutions International in the Islamic Republic of Afghanistan ("SSSI") and other locations. The Trustee and Purchaser are advised that UGSG, doing business as SSSI, derives the majority of its revenue from providing security services in Afghanistan. There also appear to be operations in Dubai and Singapore. The Trustee and Purchaser are advised that the assets of UGSG and/or SSSI include (1) contracts or agreements with the customers of UGSG and/or SSSI for the provision of protection or security services ("Security Contracts") and any general contracts required for the performance of the Security Contracts, and personal property assets such as weapons, communication devices, vehicles and other equipment used in the performance of SSSI's duties under the Security Contracts.

In its Bankruptcy Schedule B, the Debtor estimated the fair market value of the UGSG stock at \$3,000,000. The Debtor has not listed any liens or encumbrances against the UGSG stock.

A UCC-1 financing statement search indicates that the UGSG stock may be subject to a pledged interest in favor of Roswell Capital Partners, LLC as Agent, under the following two filings:

Secured Party Listed on the UCC-1	Filing No.	Filing Date
Roswell Capital Partners, LLC as Agent 1120 Sanctuary Parkway Suite 325 Alpharetta, GA 3004	Delaware Secretary of State Filing No. 2008 1415759	April 23, 2008
Roswell Capital Partners, LLC as Agent 1120 Sanctuary Parkway Suite 325 Alpharetta, GA 3004	California Secretary of State Filing No. 08-7155281976	April 25, 2008

Debtor's Bankruptcy Schedule D lists total secured claims of \$889,011 but does not provide any description as to the alleged collateral securing the alleged secured claims listed on Bankruptcy Schedule D. The Trustee has not obtained any documentation as to the extent, if any, of the underlying obligation(s) which the foregoing UCC-1 filings might relate. The Trustee is advised that the alleged secured creditor Roswell Capital Partners, LLC was asked and did provide hundreds of thousands of dollars to the Debtor to fund shortfalls and that the business of UGSG dba SSSI may have died earlier if such capital was not provided.

As the foregoing two UCC-1 filings by Roswell Capital Partners, as Agent, were filed during the ninety days immediately prior to the Petition Date, the Trustee may have claims for avoidance of the liens and/or pledged interests under Bankruptcy Code Sections 544, 545, 547, 548 549, 550 and 551.

The Trustee seeks to sell the UGSG Stock free and clear of liens and encumbrances of Roswell Capital Partners, LLC, as Agent, with liens and encumbrances not already paid or satisfied through the sale, if any, to attach to the proceeds of the sale in the same validity and priority pending agreement with the secured party or further Court order.

As a result of the Debtor's bankruptcy filing, all of the assets of Estate, including the stock interests in UGSG, are subject to the jurisdiction of the Bankruptcy Court.

In order to preserve the going concern value UGSG Stock and the business of SSSI which was threatened with closure for lack of insurance, Purchaser has agreed to advance \$186,601 to pay the following premiums for insurances policies which were set to expire on July 15, 2008: personal accident insurance premium in the amount of \$57,601, and special contingencies insurance premium in the amount of \$129,000 (collectively the "Advanced Insurance Premiums").

C. Prior Marketing Efforts for the Sale of the UGSG Stock

In or about April 2008, the Debtor retained Legend Merchant Group, Inc. (Legend) to divest the Debtor's interest in UGSG. The Trustee is advised that Legend was selected in significant part because of its expertise in the defense/aerospace market and focus on micro-cap companies.

Legend has advised the Trustee that the Debtor's management informed Legend that UGSG should be sold as quickly as reasonably possible due to UGSG's deteriorating cash and market position and due to UGSG experiencing a serious shortage in working capital and was behind in paying critical bills. UGSG management informed Legend that the viability of the business would be in serious question very shortly.

Legend has advised the Trustee that it executed a comprehensive sale process. Legend has advised the Trustee that the sale process included collecting and analyzing information on UGSG, preparing a confidential information brief, and assembling a list of likely prospective acquirers. Legend has advised the Trustee that it approached approximately sixty potential buyers, including those believed most likely to make an offer for UGSG. Legend has advised the Trustee that Debtor's management instructed Legend to present it with any "reasonable" offers for UGSG.

Legend has advised the Trustee that several significant companies in the industry closely examined UGSG but declined to present an offer; in at least one case, the prospect indicated it was uncomfortable with the level of risk presented by UGSG's financial condition.

Legend has advised the Trustee that that it did receive one written offer that Debtor's management believed was reasonable; this party, a private equity group, ultimately withdrew the offer, citing concern about the financial performance of UGSG.

Legend has advised the Trustee that that at least two other written proposals were presented, but the consideration presented was minimal in Debtor's management's eyes and the prospects could not or would not present evidence of their ability to fund even such a small transaction.

In addition, Legend has advised the Trustee that one party indicated interest in purchasing certain of UGSG's fixed assets and another party indicated potential interest in purchasing certain of UGSG's contracts. However, Legend has advised the Trustee that because UGSG's assets are limited and the ability to assign its customer contracts was questionable, especially on a stand-alone basis, the Debtor's management believed these offers would be unlikely to result in best value.

After the commencement of the Debtor's bankruptcy case, two buyers stepped forward with offers – the Purchaser herein, and another entity called USPI – a competitor of the Debtor and UGSG. USPI only wanted to buy assets of SSSI and assume no liabilities. In addition, the USPI offer only had \$250,000 in cash and then royalty of fifty percent of contract value after costs. Due to the lack of information in this case, the Trustee could not pin down what such royalty stream would be worth so the USPI offer was a difficult to consider. Further, USPI withdrew their offer based on lack of due diligence information they required. This left the Trustee only with Purchaser's proposal that is the subject of this Sale Motion and which the Trustee must now take because the business of UGSG dba SSSI is about to shutdown if the Trustee does not get new ownership in place and much needed capital for the business operations.

D. The Purchase Offer

The Trustee has received an offer from Zahid Walid Co., Ltd., a business entity located in Afghanistan, or its permitted assignee or nominee (the "Purchaser") to purchase the Estate's interests in the UGSG Stock pursuant to the terms and conditions of a certain Stock Purchase Agreement.

The Trustee is advised that prior to and/or since the commencement of the bankruptcy case, the Debtor's management and board of directors have resigned. The Trustee is advised that the

person who signed the Debtor's Bankruptcy Schedules is an outside certified public accountant who agreed to stay on to file the documents for the bankruptcy case. However, the management and staff most knowledgeable about the business operations of the Debtor, UGSG and SSSI have long left the company. These circumstances have left the Trustee with very little information on the assets and liabilities of the Debtor, UGSG and SSSI. As such, the sale transaction contemplated by this Agreement shall be on "AS-IS AND WHERE-IS" basis. The principal terms of the sale are as follows:

- **Purchase Price.** The total purchase price shall be One Million Dollars (\$1,000,000), or an amount as increased by a successful overbid, to be paid by the Purchaser (provided Purchaser is the successful bidder) ("**Purchase Price**"). The Purchase Price shall be paid in Good Funds (as defined herein), and shall be payable as follows:

Prior to or concurrent with the mutual execution and delivery of this Agreement, Purchaser shall pay the Advanced Insurance Premiums and shall receive a credit towards the Purchase Price under this Agreement for such payment.	\$186,601																		
Concurrent with the mutual execution and delivery of this Agreement, Purchaser shall deposit into escrow ("Escrow") with Seller's counsel Shulman Hodges & Bastian LLP ("Escrow Holder") the purchaser's deposit ("Purchaser's Deposit") of \$100,000. The Purchaser's Deposit shall be non-refundable except upon the occurrence of any of the following events: (i) Purchaser is not the approved purchaser at the hearing on the Sale Motion (as defined below), (ii) Purchaser is overbid and such overbid receives Court approval in the Debtor's bankruptcy case and proceeds to closing, (iii) the termination of this Agreement for any reason other than Purchaser's default or breach of this Agreement, or (iv) Seller's inability to consummate the transaction contemplated by this Agreement, and in any of such events, Escrow Holder shall return Purchaser's Deposit to Purchaser. At the Closing, Purchaser's Deposit shall delivered to Seller and credited toward the Purchase Price.	\$100,000																		
<p>Nine (9) consecutive monthly installment payments, eight (8) in the amount of \$79,266.56 and one (1) in the amount of \$79,266.52, for total payments of \$713,399 as follows:</p> <table> <tr> <td>September 1, 2008</td><td>\$79,266.56</td></tr> <tr> <td>October 1, 2008</td><td>\$79,266.56</td></tr> <tr> <td>November 1, 2008</td><td>\$79,266.56</td></tr> <tr> <td>December 1, 2008</td><td>\$79,266.56</td></tr> <tr> <td>January 1, 2009</td><td>\$79,266.56</td></tr> <tr> <td>February 1, 2009</td><td>\$79,266.56</td></tr> <tr> <td>March 1, 2009</td><td>\$79,266.56</td></tr> <tr> <td>April 1, 2009</td><td>\$79,266.56</td></tr> <tr> <td>May 1, 2009</td><td>\$79,266.52</td></tr> </table>	September 1, 2008	\$79,266.56	October 1, 2008	\$79,266.56	November 1, 2008	\$79,266.56	December 1, 2008	\$79,266.56	January 1, 2009	\$79,266.56	February 1, 2009	\$79,266.56	March 1, 2009	\$79,266.56	April 1, 2009	\$79,266.56	May 1, 2009	\$79,266.52	\$713,399
September 1, 2008	\$79,266.56																		
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January 1, 2009	\$79,266.56																		
February 1, 2009	\$79,266.56																		
March 1, 2009	\$79,266.56																		
April 1, 2009	\$79,266.56																		
May 1, 2009	\$79,266.52																		
Total Purchase Price	\$1,000,000																		

- For purposes of this Agreement, "**Good Funds**" shall mean immediately available funds in the form of cash or wire transfer of funds.

- **Allocation of Purchase Price.** The Purchase Price shall be allocated as follows (and shall increase pro-rata in the event the Purchase Price is increased by successful overbid):

Acquisition of the UGSG Stock	\$813,399
Reimbursement for the Advanced Insurance Premiums	\$186,601
Total Purchase Price	\$1,000,000

• Additional Consideration for the Estate – Assumed Liabilities.

a. The Purchaser attempted to conduct due diligence to the best of its ability with the limited amount of information available and established the liabilities for the UGSG and SSSI operations in Afghanistan to consist of the items reflected in the table below, for which the Purchaser will assume one hundred percent responsibility as additional consideration to be provided to the Seller for the purchase of the UGSG Stock as contemplated by this Agreement (the “Afghanistan Assumed Liabilities”):

Item	Amount
Afghanistan Operations Arrears salaries of International staff (May 2008)	\$28,834.00
Afghanistan Operations Arrears salaries of International staff (June 2008)	\$134,469.00
Afghanistan Operations Arrears and current facility rental	\$268,591.00
Afghanistan Operations Arrears and current project support sub-contractors	\$63,012.00
Afghanistan Operations Arrears and current travel expense foreign)	\$24,000.00
Afghanistan Operations Arrears and current travel expense (region)	\$14,859.00
Afghanistan Operations Arrears and current fuel	\$77,790.00
Afghanistan Operations Arrears and current vehicle tracking	\$16,051.00
Afghanistan Operations Arrears and current vehicle rental	\$117,900.00
Afghanistan Operations Arrears and current internet services	\$19,800.00
Liability, if any, associated claims arising against UGSG and/or SSSI from their performance or execution of their duties under the Security Contracts	Unknown
License - registration renewal	\$120,000.00
Registration fees for all staff: Expat @ \$250 per person x 50: \$12,500	\$12,500.00
Registration fees for all staff: TCN @ \$250 per person x 56: \$14,000	\$14,000.00
Registration fees for all staff: Local Afghan @ \$150 per person x 905: \$135,750	\$135,750.00
Bank Guarantee secured through local business partner	\$300,000.00
Salaries owed internal staff Afghanistan to end of April 2008	\$5,399.00
ZW Loan Account	\$200,000.00

Item	Amount
Current accounts payable Afghanistan	\$468,097.23
Estimated Total Afghanistan	\$2,021,052.23

b. The Purchaser was not able to conduct a detailed due diligence process to establish the liabilities of the UGSG and SSSI operations based in Singapore and Dubai and agrees to assume not more than thirty percent of the liabilities listed in the table below which are directly related to the operations in Singapore and Dubai as additional consideration to be provided to the Seller for the purchase of the UGSG Stock as contemplated by this Agreement (collectively the "Singapore/Dubai Assumed Liabilities"):

Item	Amount
Non-Afghanistan Operations Payroll - outstanding for May 2008	\$40,332.00
Non-Afghanistan Operations Payroll - outstanding for June 2008	\$28,506.00
Historical debt from international operations	\$670,583.00
Current accounts payable Singapore	\$104,383.56
Salaries owed Singapore management to end of April 2008	\$22,500.00
Estimated Total	\$866,304.56
Thirty Percent of Singapore/Dubai Liabilities	\$259,891.37

- The Afghanistan Assumed Liabilities and the Singapore/Dubai Assumed Liabilities are collectively referred to herein as the "Assumed Liabilities". Commencing on and after the Closing Date, Purchaser shall indemnify, defend, protect and hold harmless the Seller and the Estate and their assigns and directors, officers, employees, agents and affiliates, against all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including specifically, but without limitation, reasonable attorneys' fees and expenses of investigation) based upon, resulting from or arising out of any Assumed Liabilities.

- Closing.** The closing of the purchase and sale of the UGSG Stock as contemplated by this Agreement (referred to throughout this Agreement as the "Closing") shall take place at the offices of Shulman Hodges & Bastian LLP, located at 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California. The Closing shall be held within five (5) days after the Court enters an order approving the sale of the UGSG Stock, unless extended by mutual agreement (referred to throughout this Agreement as the "Closing Date").

- Deliveries at the Closing by Seller.** At the Closing on the Closing Date, Seller shall deliver all certificates representing or evidencing the UGSG Stock, if available to Seller, and shall be accompanied by duly executed instruments of transfer or assignment (collectively, the "Transfer Documents"). Seller makes no representations or warranties, either express or implied, that he will be able to deliver the certificates representing or evidencing the UGSG Stock as the circumstances of the Debtor's bankruptcy case have left the Trustee with very little information on the assets and liabilities of the Debtor, UGSG and SSSI and the Trustee has been unable to confirm if UGSG is in good standing and if not in good standing, what may be needed to make it so. The UGSG Stock to be sold by Seller to Purchaser pursuant to this Agreement is being sold on an "AS-IS AND

WHERE-IS" basis. PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE UGSG STOCK IN AN "AS-IS AND WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OF OR ON BEHALF OF SELLER.

- Sale Free and Clear of Pledge Interest. Seller will seek to sell the UGSG Stock free and clear of any perfected security interests, with such liens, if any, to attach to the proceeds of the sale in the same validity and priority as prior to the closing of the sale pending further agreement with any secured party and/or further Court order. Seller shall use its best efforts to cause the Court to enter an order approving such terms of the sale. The Seller will request this relief in the motion to the Court to approve this Agreement and the underlying transaction and believes that such relief is justified and appropriate. The Seller does not warrant or guaranty that any of these provisions in this Agreement will be approved by the Bankruptcy Court.

- Closing Costs. All expenses incurred by Seller or Purchaser with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring same.

- Entry of the Sale Approval Order. By this Sale Motion, the Trustee seeks entry of a Court order which shall contain, without limitation, the following provisions ("Sale Approval Order"):

- a. approving the terms and conditions of this Agreement and the sale of the UGSG Stock to Purchaser;

- b. holding that the sale of the UGSG Stock to Purchaser shall be free and clear of all Liens, claims, interests, and encumbrances whatsoever;

- c. finding that Seller holds good and marketable title to the UGSG Stock;

- d. finding that the Purchase Price constitutes fair value for the UGSG Stock;

- e. finding that notice of the transactions contemplated hereby and of the terms of this Agreement was good and sufficient and was provided timely to all creditors and parties in interest, including, without limitation, any and all creditors holding liens or encumbrances on the UGSG Stock;

- f. authorizing and directing Seller to consummate the transactions contemplated by this Agreement and to comply in all respects with the terms of this Agreement;

- g. finding that the transactions contemplated by this Agreement were negotiated at arm's length, that Purchaser acted in good faith in all respects, and that Purchaser is entitled to the protections of Section 363(m) of the Bankruptcy Code;

- h. finding that any auction and/or bidding procedures associated with the sale process conducted by Seller and/or its agents was non-collusive, fair and reasonable and was conducted in good faith; and

- i. finding that the sale of the UGSG Stock to Purchaser and the transfer of the UGSG Stock to Purchaser shall be free of any sale, stamp or transfer taxes, or, to the extent any such taxes are payable.

- Subject to Court Approval. The Agreement is expressly contingent upon the Seller obtaining Court approval of the sale of the UGSG Stock in the Debtor's bankruptcy case with a

finding that Purchaser is in good faith pursuant to Bankruptcy Code section 363(m).

- No Warranty as to the Issuance of Securities. The UGSG Stock to be sold by Seller to Purchaser pursuant to this Agreement is being sold on an "AS-IS AND WHERE-IS" basis. PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE UGSG STOCK IN AN "AS-IS AND WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OF OR ON BEHALF OF SELLER.

- Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to Seller, which by the Purchaser's execution of this Agreement the Purchaser hereby confirms, that the Purchased Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Purchased Shares.

- Satisfactory Due Diligence. Upon the Execution Date, Purchaser shall have completed its due diligence of the UGSG Stock and the business of SSSI, is familiar with and has knowledge of the business of UGSG and SSSI, and the management and financial affairs of such businesses and has had an opportunity to review same. Purchaser is not relying on any representations and warranties of Seller, whether oral or written, and has acknowledged that it has satisfied itself with its due diligence review of UGSG and SSSI.

- Restricted Securities. Purchaser understands that the UGSG Stock to be acquired by Purchaser has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Purchaser's representations as expressed herein. Purchaser understands that the UGSG Stock to be acquired herein are "restricted securities" under applicable Federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Purchased Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that UGSG has no obligation to register or qualify the UGSG Stock for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the UGSG Stock, and on requirements relating to UGSG which are outside of the Purchaser's control, and which UGSG is under no obligation and may not be able to satisfy.

- No Public Market. Purchaser understands that the Seller has no knowledge as to whether a public market now exists for the UGSG Stock and that Seller and UGSG have made no assurances that a public market will ever exist for the UGSG Stock.

- Legends. Purchaser understands that the certificate(s) representing the Purchased Shares to be acquired by Purchaser may bear one or all of the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF

COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend required by the Blue Sky laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

- Investment Experience. Purchaser understands that the purchase of UGSG Stock involves substantial risk including the complete loss of investment. Purchaser: (i) has experience as an investor in securities of companies and acknowledges that Purchaser is able to fend for himself, can bear the economic risk of such Purchaser's investment in the UGSG Stock and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of this investment in the UGSG Stock and protecting its own interests in connection with this investment and/or (ii) has a preexisting business relationship with certain of UGSG's officers, directors or controlling persons of a nature and duration that enables such Purchaser to be aware of the character, business acumen and financial circumstances of such person.

- Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

- Disclaimer of Warranties; "AS-IS AND WHERE-IS" Conveyance. PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE UGSG STOCK IN AN "AS-IS AND WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OF OR ON BEHALF OF SELLER. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochure, due diligence, information package or other literature, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Seller, its agents, representatives, consultants and/or attorneys with respect to (i) the quality, nature, adequacy or physical condition of the UGSG Stock. Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the UGSG Stock. Such inquiries and investigations may include, but shall not be limited to, the physical components of all portions of the UGSG Stock and the underlying business of UGSG and SSSI. PURCHASER ACKNOWLEDGES TO, AND AGREES WITH SELLER THAT WITH RESPECT TO THE UGSG STOCK, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE UGSG STOCK OR WITH RESPECT TO COMPLIANCE OF UGSG AND/OR SSSI WITH ANY ENVIRONMENTAL PROTECTION LAW, RULE OR REGULATION, ORDER OR REQUIREMENT INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. Without in any way limiting the generality of the foregoing, Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and forever discharges any claim it has, might have in the future, had or may have against the Seller, the Estate, the Trustee (in his official and personal capacity) (collectively for this purposes "Seller") and/or Seller's agents with respect to the condition of the UGSG Stock, either patent or latent. Purchaser does hereby release, and forever discharge Seller, its employees, representatives, agents, sub-agents, successors, assigns and attorneys from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the person or property of Purchaser and

Purchaser's employees, agents and representatives arising out of or in any way relating to the UGSG Stock. These provisions shall survive Closing.

- Acknowledgment of the Trustee's Capacity: The Purchaser is expressly aware and fully informed that the Trustee is selling the UGSG Stock exclusively in his capacity as the Chapter 7 Trustee of the Estate. No personal liability for costs, fees or other charges on the Trustee's part is intended, any liability is strictly the liability of the Estate. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to immediately upon demand return any money paid to the Trustee by the Purchaser, without deduction. All other liability of the Trustee, or his agents or attorneys, is hereby released.

- Personal Property Taxes. Buyer shall pay for taxes relating to the UGSG Stock, if any, including all taxes associated with the sale and assignment of the UGSG Stock pursuant to this Agreement.

- Fees and Expenses. Purchaser shall pay its costs and expenses, including without limitation, the fees and expenses of its counsel, financial advisors and brokers or finder or any of their affiliates with respect to this Agreement and the transactions contemplated hereby and thereby. Seller shall pay the costs and expenses incurred by Seller, including without limitation, the fees and expenses of the legal, accounting and financial advisors of Seller, as well as any brokers' fees for any brokers engaged by any Seller or any of their affiliates in connection with the transactions contemplated hereby and thereby.

- Attorney's Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

- ALL DISPUTES ARISING OUT OF OR RELATED IN ANY MANNER TO THIS AGREEMENT, OR TO DEBTOR OR ITS ESTATE, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATING TO THE INTERPRETATION, MEANING OR EFFECT OF ANY PROVISION HEREOF, WILL BE RESOLVED IN THE BANKRUPTCY COURT AND THE PARTIES HERETO EACH SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT FOR THE PURPOSES OF ADJUDICATING ANY SUCH DISPUTE, TO THE EXTENT THE JURISDICTION OF THE BANKRUPTCY COURT IS AVAILABLE.

E. NOTICE OF BIDDING PROCEDURES

The Trustee has determined that it would benefit the Estate by permitting all interested parties to receive information and bid for the UGSG Stock instead of selling to the Purchaser on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is implementing the following bidding procedures ("Bidding Procedures") and requests that the Court approve the Bidding Procedures in connection with the approval of the Sale Motion:

- The Trustee will provide notice of the proposed sale, these Bidding Procedures and the hearing on the Sale Motion (defined below) to all creditors and parties in interest in the Debtor's bankruptcy case, all parties who have contacted Legend Merchant Group regarding the possible purchase of assets of the Debtor's Estate, the Debtor and its counsel and the Office of the United States Trustee.

- The potential overbidders must bid an initial amount of at least \$10,000 over the price offered for the UGSG Stock by the Purchaser and must provide for the assumption of the Assumed Liabilities or an equivalent consideration. Minimum bid increments thereafter shall be \$10,000.

- Overbids must be in writing and be received by Trustee's counsel, Shulman Hodges & Bastian LLP to the attention of James C. Bastian, Jr. by no later than the time of the hearing on the Sale Motion (defined below). The Trustee will request that the Court shorten the time for hearing on the Sale Motion such that is heard on or before August 8, 2008, but makes no warranty that the Court will schedule the hearing on shortened notice.

- Overbids must be accompanied by certified funds in an amount equal to ten percent (10%) of the overbid purchase price.

- The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder's ability to qualify as the purchaser of the UGSG Stock and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

- The overbidder must seek to acquire the UGSG Stock on terms and conditions not less favorable to the Estate than the terms and conditions to which the Purchaser has agreed to purchase the UGSG Stock, including closing on the sale of the UGSG Stock in the same time parameters as the Purchaser.

- If overbids are received, the final bidding round for the UGSG Stock shall be held at the hearing on the Trustee's Sale Motion for approval of this Agreement.

F. Request for Payment of Commission to Legend Merchant Group

On July 28, 2008, the Trustee through its counsel filed and served a motion seeking Court approval to employ Legend Merchant Group as his consultant and stock liquidation agent to assist the Trustee in the marketing and sale of the UGSG Stock and any other stock of the Estate that the Trustee determines may be sold. It is anticipated that by the time of hearing on this Sale Motion, the Trustee will have obtained a Court order authorizing the employment of Legend Merchant Group who has assisted the Trustee in obtaining the purchase offer that is the subject of this Sale Motion.

Through this Sale Motion, as provided in the Agreement, the Trustee seeks authorization to pay a commission to the Trustee's consultant and stock liquidation agent, Legend Merchant Group in the total amount not to exceed ten percent of the gross selling price (or \$100,000).

G. Estimated Net Sale Proceeds

Through the proposed sale, the Trustee anticipates generating net proceeds of approximately \$713,399, as follows (amounts are estimated):

Sale Price	\$1,000,000
Less real commission for Legend Merchant Group (10%)	(\$100,000)
Less credit to Purchase for the Advanced Insurance Premiums	(\$186,601)
Estimated Sale Proceeds to be available for the Estate or payment to secured liens, if any.	\$713,399

The estimated net proceeds will increase in the event the purchase price is increased by a successful overbid.

H. The Proposed Sale Serves the Best Interest of the Estate and its Creditors

The Trustee believes that the proposed purchase price consideration to be paid to the Estate is fair and the sale serves the best interest of the Estate and its creditors based on the following:

- The UGSG Stock being sold is associated with a business located overseas which has an obvious effect on marketability. There is an urgency for the Trustee complete the sale transaction contemplated by this Sale Motion as the business of UGSG and its underlying dba, SSSI, continue to accrue liabilities associated with the operation of their security business (principally located in Afghanistan) that need to be paid in order to preserve any going concern value of the business and likewise, any value for the UGSG Stock. Insurance coverage, including personal accident and special contingency coverage for employees, all of which are critical for the unique business operations of UGSG and/or is dba SSSI were set to expire on July 15, 2008 due to nonpayment of the insurance premiums which accrue at the rate of about \$30,000 per month. The insurance underwriters for UGSG and/or its dba SSSI have agreed to reinstate insurance coverage until August 10, 2008 based on the proposed sale contemplated herein that will provide for funds to pay the insurance premiums. The insurance underwriters have further advised that if the outstanding premiums are not paid by August 10, 2008 and there is no indication as to how ongoing premiums will be paid, then they (the insurance underwriters) will have no option but to cancel ab initio and will not consider any claims related to the business operations of SSSI, including one recent claim for \$19,000. In addition, there may be another potential claim related to an employee who suffered a mild stroke during a provincial mission. This employee was evacuated according to procedure and the insurance policy cover held by the company at the time. The employee is currently in Nepal and undergoing treatment. The employee may be entitled to seventy-five percent of his monthly remuneration for a one year period which amounts should be paid by existing policies, but only if premiums are paid

- Through the sale of the UGSG Stock, the Trustee anticipates generating substantial funds that may allow for payment of a distribution to unsecured creditors. If the Sale Motion is not approved, the going concern value of the business operations of UGSG and its dba SSSI may be lost due to the lack of funds to pay insurance premiums and other accruing liabilities associated with business operations. In such event, value of the UGSG Stock will be negatively impacted and may render such stock unmarketable and with substantially less or little value remaining. Through this Sale Motion, the Trustee will preserve a benefit for creditors which will be lost if the Sale Motion is not granted.

- Under the proposed sale, the Purchaser will in effect obtain all assets of the UGSG/SSSI entity by virtue of buying the UGSG Stock, but at the same time is also assuming all liabilities of the entire UGSG/SSSI operations. Although the Estate is walking away from potential assets that are not known, the Purchaser is assuming the risk of possible unknown liabilities. Nevertheless, the Trustee has determined that the proposed sale serves the best interests of the Estate and its creditors due to the circumstances of this case. The Trustee is advised that prior to and/or since the commencement of the bankruptcy case, the Debtor's management and board of directors have resigned. Most information regarding this case has been obtained from Legend Merchant Group, Roswell Capital Partners LLC and the principal manager of SSSI. The Trustee is advised that the person who signed the Debtor's Bankruptcy Schedules is an outside certified public accountant who agreed to stay on to file the documents for the bankruptcy case. However, the management and staff most knowledgeable about the business operations of the Debtor, UGSG and SSSI have long left the company. These circumstances have left the Trustee with very little information on the assets and liabilities of the Debtor and its wholly owned subsidiary UGSG dba SSSI, which is a Singapore entity and principally located in Afghanistan. The Trustee has been unable to confirm if UGSG is in good standing and if not in good standing, what may be needed to make it so. The costs, not to mention the challenges, to further investigate UGSG and SSSI overseas would likely outweigh any additional benefit that might be achieved and therefore the Trustee believes that the proposed sale serves the best interests of the Estate and its creditors.

• Without an immediate sale of the UGSG Stock, the business operations will be forced to shut down as UGSG has insufficient capital to stay in operation, fund insurance premiums and license fees and stay in business. In the event of a shutdown, any value in the UGSG Stock will be lost. Thus, in order to preserve any value for the Estate, the sale must proceed immediately.

Thus, good cause exists to grant the Sale Motion so that the Trustee does not lose this favorable business opportunity.

I. The Request to Surcharge Alleged Collateral

Pursuant to Bankruptcy Code Section 506(c), the Trustee requests authorization to surcharge the alleged collateral of Roswell Capital Partners, LLC to the extent to allow disbursement from the sale proceeds in the total amount of \$200,000 that will be held by the Trustee in a segregated account earmarked for payment of professional fees of the Trustee and his attorneys as allowed by the Court pursuant to Bankruptcy Code Sections 330 and 331. Unsecured creditors will not be prejudiced by the payment of the allowed fees and expenses of the Trustee and his attorneys from the alleged collateral of Roswell Capital Partners LLC in that such surcharge funds would not have been available for the payment of any lower priority secured claims or any unsecured claims of the Estate.

The Trustee and his attorneys, Shulman Hodges & Bastian LLP, believe that their diligent efforts to preserve and dispose of the UGSG Stock, the alleged collateral of Roswell Capital Partners, LLC, clearly has benefitted the collateral. In light of the Trustee's thorough consideration of offers that have the potential to pay a substantial portion of the claim of Roswell Capital Partners, LLC, the Trustee believes all of the efforts of the Trustee and his counsel have directly related to the preservation and beneficial disposition of the its alleged collateral.

The Trustee believes the Trustee and his counsel conferred a benefit both in the form of the preservation and disposition of the Estate's assets for which the alleged collateral of Roswell Capital Partners, LLC should be surcharged. Specifically, but for the efforts of the Trustee and his counsel, this sale would not be possible. Thus, pursuant to Bankruptcy Code Section 506(c), subject to Court approval, the Trustee and requests reimbursement of the reasonable fees and expenses incurred in preserving the value of Roswell Capital Partners, LLC alleged collateral. The surcharge funds shall be held by the Trustee in a segregated account earmarked for the payment of the professional fees and costs of the Trustee and his counsel pending the fee application process for professionals employed by the bankruptcy estate as required under Bankruptcy Code Sections 330 and 331 and the Federal Rules of Bankruptcy Procedures and applicable Local Bankruptcy Rules.

In addition the Trustee requests that he be authorized to reserve the Estate's right to receive any surplus proceeds from the administration of assets of the Estate after Roswell Capital Partners, LLC allowed claim is paid in full.

For further information please see the Motion for Order: (1) Approving the Sale of Certain Assets of the Estate (Stock) Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b)(1) and (f) and Subject to Overbids; (2) Approving Payment of Commission to Legend Merchant Group; (3) Approving Bankruptcy Code Section 506(c) of Alleged Collateral; and (4) Granting Related Relief; Memorandum of Points and Authorities and Declaration of John M. Wolfe on file with the Clerk of the above-entitled Court which may be reviewed on Monday through Friday from 9:00 A.M. to 4:00 P.M. A copy of the Sale Motion may be obtained by written request to the Trustee's general counsel at the address indicated above.

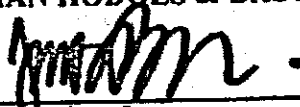
PLEASE TAKE FURTHER NOTICE, that objections to the Sale Motion, if any, shall be filed with the Clerk of the above Court with a copy delivered to the Chambers of the Honorable Erithe A. Smith and a copy served via electronic mail transmission, facsimile

transmission, personal service or overnight delivery upon Shulman Hodges & Bastian LLP to the attention of James C. Bastian, Jr., 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California 92610 and the Office of the United States Trustee, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, #9041, Santa Ana, California 92701-8000 no later August 12, 2008.

PLEASE TAKE FURTHER NOTICE that failure to file a timely response may be deemed as consent to the relief requested in the Sale Motion. SEE, LOCAL BANKRUPTCY RULE 9013-1(a)(7) and (11).

Dated: August 4, 2008

SHULMAN HODGES & BASTIAN LLP



James C. Bastian, Jr.
Proposed Attorneys for John M. Wolfe in his capacity as the
Chapter 7 Trustee for the bankruptcy estate of
Universal Guardian Holdings, Inc.